

***This is a draft of a planned solicitation and is subject to change.***

***Miami-Dade County, Florida***

***RFP No. 431***

## **REQUEST FOR PROPOSALS**

**FOR**

**OSHA Health & Safety Training**

**RFP No. 431**

PRE-PROPOSAL CONFERENCE TO BE HELD ON

\_\_\_\_\_, 2004 at 10:00 AM (Local Time)

at

Miami Dade County / Stephen C. Clark Center

111 NW 1<sup>st</sup>. Street, Room 18-\_\_\_\_

Miami, Florida 33128

ISSUING DEPARTMENT:

DEPARTMENT OF PROCUREMENT MANAGEMENT

for

Department of Environmental Resources Management (DERM)

&

Miami-Dade Police Department (MDPD)

Contracting Officer: Henry Taylor

Telephone: (305) 375-1436

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN

Friday, \_\_\_\_\_ at 2:00 PM (Local Time)

at

CLERK OF THE BOARD

STEPHEN P. CLARK CENTER

111 NW 1st STREET, 17<sup>TH</sup> FLOOR, SUITE 202

MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT

WEBSITE: <http://www.miamidade.gov/dpm>

REV. 11/1/04

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**DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The word "Agreement" to mean a contractual agreement in which a purchaser contracts with a vendor to provide the purchaser's requirements at a predetermined price.
- b) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- c) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- d) The word "Department" to mean Department of Environmental Resources Management (DERM).
- e) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- f) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to

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be performed by the Contractor or Consultant.

- g) The word "Short-List" to mean a narrowing of the field of consideration.
- h) The word "Solicitation" to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- i) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- j) The word "Training Assistant" to mean the assistant to the training instructor as appointed by the successful proposer.
- k) The word "Training Instructor" to mean the lead class room instructor as appointed by the successful proposer.
- l) The word "Training Provider" to mean the successful proposer.
- m) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- n) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

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## **SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the "County", as represented by the Department of Environmental Resources Management (DERM) and the Miami-Dade Police Department (MDPD) is seeking proposals from responsible and responsive proposers interested in providing a thirty-six (36) month agreement for Occupational Safety & Health Administration (OSHA) mandated health and safety class room and hands-on training courses to include Hazardous Waste Site Operations (HAZWOPER) training classes. The County's need for training is approximately fifty (50) new employees per year, approximately 300 employees attend refresher classes every year, and twenty (20) employees receive supervisor training classes every year. The County's General Services Administration Department, Solid Waste Department, and the Park and Recreations Department may also participate in the HAZWOPER training classes.

Proposals must include a certification plan for students attending classes, superior qualifications and experience of the teaching staff, a local facility for training, a predetermined number of students per class, all course materials, all equipment, all supplies, and various other requirements per the specifications to follow. The County reserves the right to award this agreement to a single proposer or to reject all proposals. The agreement will be for the term of three (3) years with two (2) one-year renewal options. The options to renew this agreement will be at the County's sole discretion. The County, with a thirty- (30) day notice, may cancel this agreement at any time for convenience.

### **1.2 RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution: \_\_\_\_\_

Pre-Proposal Conference: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

10:00 AM (Local Time)  
Stephen C. Clark Center  
111 NW 1<sup>st</sup> Street, Room 18-\_\_\_\_  
Miami, Florida 33128

Deadline for receipt of questions: \_\_\_\_\_ at 5:00 p.m. (Local Time)

Deadline for receipt of proposals: Friday, \_\_\_\_\_ at 2:00 p.m. (Local Time)  
(See Section 1.4 for location)

Evaluation/Selection process: Week of \_\_\_\_\_

Oral presentations, if conducted: Week of \_\_\_\_\_

Best and Final Offers Due: \_\_\_\_\_ at 2:00 p.m. (Local Time)  
(See Section 1.4 for location)

Estimated Projected Award Date: December 30, 2004

Estimated Projected contract start date: January 2005

### **1.3 RFP AVAILABILITY**

The solicitation package is available at no cost on-line at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or through Department of

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Procurement Management - Vendor Information Center (VIC), 111 NW 1st Street, Suite 112, Miami, FL 33128-1919 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or VIC risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (**see Section 1.8**).

## **1.4 PROPOSAL SUBMISSION**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10-bound copies (a total of 11) of the complete proposal must be received by the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2).** The original, and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

## **1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE**

A pre-proposal conference has been scheduled for **the date; time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event please call Jason Martinez, DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

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## **1.6 CONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with the procurement contracting officer procuring this RFP for the County.

Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [CLERKBCC@MIAMIDADE.GOV](mailto:CLERKBCC@MIAMIDADE.GOV).

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this RFP is:

Name and Title: Henry Taylor, Procurement Contracting Officer  
Name of Agency: Department of Procurement Management  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, FL 33128  
Telephone: (305) 375-1436  
Fax: (305) 375-1083

## **1.7 [INTENTIONALLY LEFT BLANK]**

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## **1.8 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's VIC or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

## **1.9 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit is required for this RFP.

## **1.10 MODIFIED PROPOSALS**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

## **1.11 WITHDRAWAL OF PROPOSALS**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

## **1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the

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Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

## **1.13 RFP POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

## **1.14 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

## **1.15 BUSINESS ENTITY REGISTRATION**

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the **VIC at (305) 375-5773**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

## **1.16 ORAL PRESENTATIONS**

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

## **1.17 PROPOSER REGISTRATION AFFIDAVIT**

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff,



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**MUST** register with the Clerk of the Board and pay all applicable fees.

**NOTE:** Other than for the Oral Presentation, Proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

## **1.18 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

## **1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

**The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal nonresponsive.**

## **1.20 NEGOTIATIONS**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

## **1.21 RIGHTS OF PROTEST**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in

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accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<b><u>Award Amount</u></b>	<b><u>Filing Fee</u></b>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

## **A. Award Recommendations Over \$100,000**

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

## **B. Award Recommendations Over \$25,000 and up to \$100,000**

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the

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Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

## **C. Award Recommendations \$25,000 and Less**

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

### **1.22 LOCAL PREFERENCE**

The evaluation and ranking of proposals is subject to Ordinance No. 01-21 and Resolution No. R-514-02, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business. Local business means the Proposer has a valid occupational license issued by Miami-Dade County or Broward County, at least one year prior to the proposal due date, to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

### **1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

### **1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all

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documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

## **1.25 CRIMINAL CONVICTION**

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

## **1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED**

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

## **1.27 INSPECTOR GENERAL REVIEWS**

### **A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

### **B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory

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services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

## **1.28 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS**

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

**FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.**

## **1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)**

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in

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accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

## **1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

## **1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS**

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

## **1.33 CODE OF BUSINESS ETHICS**

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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## **1.34 BANKRUPTCY**

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

## **1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT**

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

## **1.36 COUNTY USER ACCESS PROGRAM (UAP)**

### **A. User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

### **B. Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

## **1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS**

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

## **1.38 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT**

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of

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the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

**1.39 CLAUSE FOR BID AND CONTRACT DOCUMENTS**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until **both** the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); **and**, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.40 CONTRACT EXTENSION**

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the contractor in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the successful proposer(s), upon approval by the Board of County Commissioners.



## **SECTION 2.0 - SCOPE OF SERVICES**

### **2.1 INTRODUCTION/BACKGROUND**

The County is seeking proposals from responsible and responsive proposers interested in providing a thirty-six (36) month agreement for Occupational Safety & Health Administration (OSHA) mandated health and safety class room and hands-on training courses to include Hazardous Waste Site Operations (HAZWOPER) training classes to various Countywide departments. The County's need for training is approximately fifty (50) new employees per year, approximately 300 employees attend refresher classes, and twenty (20) employees receive supervisor training classes. The County's main users of this agreement will be the Department of Environmental Resources Management (DERM) and the Miami-Dade Police Department (MDPD). Minor users of this agreement may include General Services Administration Department (GSA), Solid Waste Department, and the Park and Recreations Department.

Proposals must include a certification plan for students attending classes, superior qualifications and experience of the teaching staff, a local facility for training, a predetermined number of students per class room, all course materials, all equipment, all supplies, and various other requirements per the specifications to follow. The County reserves the right to award this agreement to a single proposer or to reject all proposals. The agreement will be for the term of three (3) years with two (2) one-year renewal options. The options to renew this agreement will be at the County's sole discretion. The County, with a thirty- (30) day notice, may cancel this agreement at any time for convenience.

Each submitted proposal must include all information requested in **Section 3.2 CONTENTS OF PROPOSAL**. Proposers shall be aware that all technical and operational specifications, equipment descriptions, and marketing materials submitted or made available by the Proposer in connection with this RFP would be incorporated, by reference, into the final contract. The County discourages the inclusion of general marketing materials unless they are used to provide specific information relevant to the solution sought out by the County within this RFP.

### **2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED**

#### **2.2.1 Introduction**

The HAZWOPER standard (US Department of Labor - OSHA Hazardous Waste Operations and Emergency Response Regulations), 29 CFR 1910.120, includes five distinct groups of employers and their employees. This standard applies to any employees who are exposed or potentially exposed to hazardous substances, including biological agents and hazardous wastes, and who are engaged in one of the following operations as specified by (US Department of Labor - OSHA Hazardous Waste Operations and Emergency Response Regulations) 1910.120(a)(1)(i-v) as illustrated below:

- 2.2.1.1 Clean-up operations, required by a governmental body, whether federal, state, local, or other involving hazardous substances, that are conducted at uncontrolled hazardous waste sites.
- 2.2.1.2 Corrective actions involving clean-up operations at sites covered by the Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901 et seq.).
- 2.2.1.3 Voluntary clean-up operations at sites recognized by federal, state, local, or other governmental body as uncontrolled hazardous waste sites.

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2.2.1.4 Operations involving hazardous wastes that are conducted at treatment, storage, and disposal facilities regulated by Title 40 Code of Federal Regulations Parts 264 and 265 pursuant to RCRA, or by agencies under agreement with U.S. Environmental Protection Agency to implement RCRA regulations.

2.2.1.5 Emergency response operations for releases of, or substantial threats of release of, hazardous substances regardless of the location of the hazard.

## **2.2.2 General Information**

The applicable training requirement, under OSHA 29 CFR 1910.120 (US Department of Labor - OSHA Hazardous Waste Operations and Emergency Response Regulations), depends on which operation an individual is involved in. Below are four of these categories:

2.2.2.1 **General site-worker training.** A general site worker is engaged in hazardous substance removal or other activities which expose or potentially expose them to hazardous substances and health hazards. This worker shall receive a minimum of 40 hours of instruction on how to handle different circumstances.

2.2.2.2 **Hazardous materials technician training.** Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Hazardous materials technicians shall receive at least 24 hours of training equal to the first responder operations level and in addition have competency in plugging releases.

2.2.2.3 **Hazardous materials specialist training.** Hazardous materials specialists are individuals who respond with and provide support to hazardous materials technicians. Their duties parallel those of the hazardous materials technician, however, those duties require a more directed or specific knowledge of the various substances they may be called upon to contain. The hazardous materials specialist would also act as the site liaison with Federal, state, local and other government authorities in regards to site activities. Hazardous materials specialists shall have at least 24 hours of training equal to the technician level and in addition must be able to identify various substances called upon to contain.

2.2.2.4 **Management and supervisor training.** On-site managers and supervisors who are directly responsible for employees –or– who supervise employees engaged in hazardous waste operations shall receive 40 hours of initial training and three days of supervised field experience. In addition, these individuals must have at least eight additional hours of specialized training at the time of job assignment on such topics as, but no limited to, the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedure and techniques.

## **2.3 TECHNICAL OBJECTIVES**

2.3.1 **Training Facility.** The training facility shall have sufficient resources (enough materials to accommodate each and every student) and equipment per training class. The site location shall accommodate didactic and hands-on training when appropriate. The training facility shall have sufficient organization, support staff, and services to conduct training in each of the courses offered

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(these objectives will need to be demonstrated within the submitted proposal). The County is requiring that the proposer have a training facility which is located within Miami-Dade County. The facility shall be adequate for both classroom activities and hands-on training including hazardous materials and decontamination scenarios. A predetermined number of students per class room shall be offered by the proposer. The County recommends that these classrooms do not exceed 30 students per class.

**2.3.2 Training Instructor.** Each training program shall be under the direction of a training instructor who is responsible for the program. The training instructor shall have a minimum of two years of employee education experience.

**2.3.3 Assistant Instructors.** Assistant instructors shall be deemed competent on the basis of previously documented experience in their area of instruction, successful completion of a "train-the-trainer" program specific to the topics they will teach and an evaluation of instructional competence by the training instructor.

Assistant instructors shall be required to maintain professional competency by participating in continuing education or professional development programs; or, by successfully completing an annual refresher course and having an annual review by the training instructor. Any means used to maintain competency in the field of instructing OSHA classes will be maintained by the proposer and made available to the County for inspection on an as needed basis.

The annual review by the training instructor shall include observation of an instructor's delivery, a review of those observations with the trainer, and an analysis of any instructor or class evaluations completed by the students during the previous year. Annual reviews will also be made available

**2.3.4 Course materials.** The County and training instructor shall approve all course materials to be used by the training assistant. Course materials shall be reviewed and updated annually, at a minimum. Materials and equipment shall be in good working order and maintained properly.

All written and audio-visual materials in each training curricula shall be peer reviewed by a technically competent outside reviewer or by a standing advisory committee formed at the request of the County and selected by the County and the training instructor.

The reviews conducted on the training materials shall show that the materials demonstrate expertise in the following disciplines: occupational health, industrial hygiene and safety, chemical/environmental engineering, employee education, or emergency response. One or more of the peer reviewers shall be an employee of the training instructor that is experienced in the work activities to which the training is directed. The County requests that the peer review committee contain at a minimum a Certified Industrial Hygienist, Certified Safety Professional, or a Toxicologist with familiarity in the clean-up of hazardous materials. The County will expect a list of all qualifications and copies of certificates be submitted on each individual on each review committee.

**2.3.5 Students.** The program for accepting students should include:

**2.3.5.1** Assurance that the student is or will be involved in work where chemical exposures are likely and that the student possesses the skills necessary to perform the work.

**2.3.5.2** A policy on the necessary medical clearance.

**2.3.5.3** Student-instructor ratios should not exceed 30 students per instructor. Please specify the maximum amount of students to be trained per class.

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2.3.5.4 Hands-on activity requiring the use of personal protective equipment shall have the following student-instructor ratios.

2.3.5.4.1 For Level C or Level D personal protective equipment the ratio shall not exceed 10 students per instructor.

2.3.5.4.2 For Level A or Level B personal protective equipment the ratio shall not exceed 5 students per instructor

2.3.6 **Recordkeeping.** The successful proposer shall maintain records listing the dates courses were presented, the names of the individual course attendees, the name(s) of the training instructors, the name(s) of the assistant instructors, the names of those students successfully completing each course, and the number of training certificates issued to each successful student. These records shall be maintained for a minimum of five years after the date an individual participated in a training program offered by the successful proposer. These records shall be available to the County, and provided upon either the agency or student's request, or as mandated by law.

2.3.7 **Course certificate.** Written documentation shall be provided to the County for each student who satisfactorily completes the training course.

The documentation shall include:

- Student's name.
- Course title.
- Course date.
- A statement on the actual certificate noting that the student has successfully completed the course.
- Name and address of the successful proposer to provide the training.
- An individual identification number for the certificate.
- List of the levels of personal protective equipment used by the student to complete the course.

This documentation shall be in the form of a certificate and an appropriate wallet-sized laminated card with a photograph of the student and the above information. When such course certificate cards are used, the individual identification number for the training certificate shall be shown on the card.

2.3.8 **Proficiency assessment.** Proficiency shall be evaluated and documented by the use of a written assessment and a skill demonstration selected and developed by the County and the successful proposer. The assessment and demonstration shall evaluate the knowledge and individual skills developed in the course of training. The level of minimum achievement necessary for proficiency shall be specified in writing by the training instructor.

A written and / or a manual and verbal skills test shall be used to allow the student to demonstrate their competency in the field of OSHA requirements. The questions asked of the student or the tasks which the student is asked to perform shall be fully documented by the training instructor.

The content of the written test or of the skill demonstration shall be relevant to the objectives of the course. The written test and skill demonstration shall be updated as necessary to reflect changes in the curriculum and any update shall be approved by the training instructor. Testing scores shall be maintained by the successful bidder for a minimum of 5 years and shall be made available upon request by the County.

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**SECTION 3.0 - PROPOSAL FORMAT**

**3.1 INSTRUCTIONS TO PROPOSERS**

Proposers shall carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies shall be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

**3.2 CONTENTS OF PROPOSAL**

The proposal must consist of a fully descriptive submission to include all technical aspects and all pricing options. Submitted proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

**3.2.1 Cover Page**

The attached **Form A-1** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the proposer submitting the proposal.

**3.2.2 Table of Contents**

The table of contents shall outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

**3.2.3 Executive Summary**

Each proposal shall contain an executive summary that contains a brief description of the major contents of the proposal. Submit a description of the products and services proposed, covering the main features and benefits that distinguish it, in non-technical terms, within a maximum of three pages. This executive summary shall be able to function as a stand-alone document, which effectively and succinctly summarizes the proposer's entire proposal. Do not exceed three pages.

**3.2.4 Minimum Qualification Requirements**

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers must use said format and supply said documentation.

The minimum qualification requirements for this RFP are:

- Proposer must be a certified HAZWOPER training instructor.
- All training must be conducted at a local facility (within Miami-Dade County) provided by the proposer.

**3.2.5 Technical Objective**

3.2.5.1 Describe Proposer's projected training plan, methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.3**), and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed.

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3.2.5.2 Provide a project schedule identifying specific key tasks, and duration for each type of training identified in Section 2.2.1.

3.2.5.3 Identify if Proposer's plan will meet the requirements of the Scope of Services described in Section 2.0; explain if proposed services will meet the requirements with modifications (explain how); or explain the reason why proposal cannot provide the requirements.

3.2.5.4 State where each training class will be held.

## **3.2.6 Proposer's Experience and Past Performance**

- Describe the Proposer's past teaching experiences, state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description shall identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
- Describe any other experiences related to the work or services described in the Scope of Services **(see Section 2.0)**, and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

## **3.2.7 Key Personnel Performing Services**

- Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the proposer's employees.
- Describe the experience, past reviews, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals who will be assigned to this project. This information shall include the functions to be performed by the key individuals.
- Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project. All key personnel includes all partners, managers, seniors, instructors and other professional staff that will perform work and/or services in this project.

**Note: After proposal submission, but prior to the award of any contract issued as a result of**

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this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

## **3.2.8 Pricing**

Pricing shall be submitted on **Form B-1 Price Sheet**. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing labeled "ALTERNATE PRICING" on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

## **3.2.9 Affidavits/Acknowledgements**

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations  
(see Section 1.17)
- Form A-3 Acknowledgement of Addenda (see Section 1.8)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (see Section 1.22)
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (see Section 1.29)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (see Section 1.30)
- Form A-8.1 Affirmative Action Plan Exemption Affidavit (if applicable) – (see Section 1.32)
- Form A-8.2 Affirmative Action Plan Affidavit (see Section 1.32)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and  
County Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

## **3.3 PROPOSAL PREPARATION REQUIREMENTS**

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must be submitted in a sealed envelope or container that shall be addressed as follows:

Proposer's Name  
Proposer's Address  
Proposer's Telephone Number

Clerk of the Board  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, FL 33128-1983

RFP No.: 431  
RFP Title: OSHA Health & Safety Training  
Proposal Due Date: \_\_\_\_\_ at 2:00 p.m. (Local Time)



**SECTION 4.0 - EVALUATION/SELECTION PROCESS**

**4.1 INTRODUCTION**

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on an evaluation of all items in Section 3.0. Scoring proposals is based on point totals and not a percentage factor.

**4.2 PROPOSAL EVALUATION**

The Evaluation/Selection Committee will evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of one-hundred (100) points by each Evaluation/Selection Committee member. A Proposer may receive the maximum points or a portion of this score depending on the merit of their proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
Proposer's approach to provide the type of services described in this RFP; address all areas of the technical section (2.6); and Section 3.2.5 <u>Technical Objective</u> .	(30)
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP; address all areas of Section 3.2.6 <u>Proposer's Experience and Past Performance</u> .	(20)
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project; address all areas of Section 3.2.7 <u>Key Personnel Performing Services</u> .	(20)
Teaching facility	(10)
Pricing	(20)
	—
Total Possible Points:	<u>100</u>

**4.3 PROPOSAL PRESENTATION AND PANEL INTERVIEW**

Following the evaluation of the written proposals, the Evaluation/Selection Committee will select an appropriate number of firms that best meet the requirements of the RFP in an effort to "short list" the originally submitted proposals for final consideration. The short-listed firms will be invited to individually make a formal presentation of their proposal and participate in a panel interview. The Evaluation and Selection Committee will conduct the interview, which will consist of standard questions asked of each of the short-listed proposers and specific questions regarding individual proposals. Any additional information that the proposer

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provides during these presentations will be applied to final consideration for award of this contract.

Each proposer will present a brief overview as a formal presentation of their proposal during the panel interview. A final evaluation, in light of any additional information arising from the presentation and interview, will be conducted in order to select a top contender to further consider the proposal.

Upon completion of the oral presentations by all of the short-listed vendors, the Evaluation Committee will re-score, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

## **4.4 OVERALL RANKING**

The Evaluation/Selection Committee will then determine the overall ranking by adding the Proposal's evaluation score with all other applicable additional points specified in this solicitation, to determine the overall ranking.

Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions will be permitted after proposal submissions and prior to award for the purpose of obtaining best and final offers. In order to be considered, sealed best and final offers (marked "RFP - BAFO") must be submitted in writing to the County Clerk's Office at a time and date subsequently specified by the County. In addition the proposer must provide a written guarantee that there will be no additional cost to the County for equipment, materials and labor necessary to meet the intent of this specification and contract documents.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub consultants is or has been involved within the last three (3) years.

## **4.5 LOCAL PREFERENCE**

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

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#### **4.6 CONTRACT AWARD**

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's' decision of whether to make the award and which proposal is in the best interest of the County shall be final.

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**SECTION 5.0 – FORM OF AGREEMENT**

*(This is the form of Agreement the County anticipates awarding to the selected Proposer.)*

Contract No. \_\_\_\_\_

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_  
by and between \_\_\_\_\_, a corporation organized and existing under the  
laws of the State of \_\_\_\_\_, having its principal office at  
\_\_\_\_\_ (hereinafter referred to as the "Contractor"),  
and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111  
N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide \_\_\_\_\_, that shall  
conform to the Scope of Services; Miami-Dade County's Request for Proposals (RFP) No. \_\_\_\_\_ and  
all associated addenda and attachments, incorporated herein by reference; and the requirements of  
this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_,  
hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_  
for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein  
contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except  
when it is clear from the context that another meaning is intended:

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- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services, RFP No. \_\_\_\_\_ and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The word "Agreement" to mean a contractual agreement in which a purchaser contracts with a vendor to provide the purchaser's requirements at a predetermined price.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services, 3) the Miami-Dade County's RFP No.431 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

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## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall be for a duration of \_\_\_\_\_ ( ) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for \_\_\_\_ (\_\_) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the contractor in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the successful proposer(s), upon approval by the Board of County Commissioners.

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**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

a) to the Project Manager:

Miami-Dade County

Attention:

Phone:

Fax:

and,

b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

**Attention: Director**

Phone: (305) 375-5257

Fax: (305) 375-2316

**(2) To the Contractor**

Attention:

Phone:

Fax:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of

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\_\_\_\_ (\$\_\_\_\_\_). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_



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The County may at any time designate a different address and/or contact person by giving written notice to the other party.

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1<sup>st</sup> Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

## **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable

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and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

## **ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

***All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.***

## **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

## **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the

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first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## **ARTICLE 15. MUTUAL OBLIGATIONS**

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- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

## **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

## **ARTICLE 17. AUDITS**

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

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## **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

## **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The

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Contractor accepts all risk associated with using this information.

## **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

## **ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

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- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
  - ii. **noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.**
- f) All compensation pursuant to this Article are subject to audit.

## **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.



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- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

## **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

## **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or

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liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

## **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an

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adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

## **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

## **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents,

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subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. BUSINESS APPLICATION AND FORMS**

**Business Application** The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a

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conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

### **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

### **Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The

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Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

## **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

## **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

## **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

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- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

## **ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

## **ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.



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## **ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

## **ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

## **ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**

### **C. User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the

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County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**D. Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**E. Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 41. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

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*Miami-Dade County, Florida*

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By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

DRAFT

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**SECTION 6.0 – ATTACHMENTS**

Appendix A Insurance Requirements  
Appendix B US Department of Labor - OSHA's Hazardous Waste Operations and Emergency Response Regulations (Standard – 29 CFR) 1910.120  
Appendix C Miami-Dade County Administrative Order #7-14

Form A-1 Cover Page for Technical Proposal  
Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation  
Form A-3 Acknowledgment of Addenda  
Form A-4 Disability Non-Discrimination Affidavit  
Form A-5 Local Preference Information  
Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers  
Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies  
Form A-8.1 Affirmative Action Plan Exemption Affidavit  
Form A-8.2 Affirmative Action Plan/Procurement Policy Affidavit  
Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Proposers not in Arrears Affidavit  
Form A-12 Code of Business Ethics  
Form A-13 Domestic Violence Leave Affidavit  
Form B-1 Price Proposal Schedule

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## **APPENDIX A**

### **Insurance Requirements**

#### **INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1<sup>st</sup> Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

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## **APPENDIX B**

US Department of Labor - OSHA's Hazardous Waste Operations and Emergency Response Regulations (Standard – 29 CFR) 1910.120 is available from the US Department of Labor's OSHA website:

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9765](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9765)

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**Administrative Order No.:** 7-14

**Title:** Safety and Loss Prevention

**Ordered:** 1/26/1993

**Effective:** 1/26/1993



## **APPENDIX C**

### **AUTHORITY:**

Section 4.02 of the Metropolitan Dade County Charter Section 2-42 (20) of the Metropolitan Code and all applicable Federal, State and Local regulations.

### **SUPERSEDES:**

This Administrative Order supersedes Administrative Order 7-14, ordered December 18, 1973 and effective December 31, 1973.

### **POLICY:**

It is the policy of Metropolitan Dade County to improve the effectiveness of public service by providing a safe and healthful work place for County employees, providing for the safety and health of the public, and preserving County resources, through the establishment and implementation of the Metro-Dade Safety and Loss Prevention Program.

### **PROCEDURE:**

All County employees are responsible for ensuring their safety, as well as the safety of other employees, the public and County resources. The tasks, responsibilities, policy, procedures and regulations pursuant to the Metro-Dade Safety and Loss Prevention Program are detailed in the Metro-Dade County Safety Manual. It is the responsibility of each County employee to comply with the provisions of the Manual, as applicable to his/her job and responsibilities.

### **DIRECTOR, GSA RISK MANAGEMENT DIVISION**

The Director, G.S.A. Risk Management Division, is empowered and authorized to establish and maintain an effective County-wide Risk Management Program. This Program shall include, but not be limited to, approving and overseeing a comprehensive, integrated and coordinated Metro-Dade County Safety and Loss Prevention Program aimed at ensuring the safety of the public, County employees and County resources. The Director, G.S.A., Risk Management Division, is further empowered to order the cessation of unsafe activities or operations which are evaluated as presenting an immediate and serious hazard to the public, County employees and/or County resources.

### **Loss Prevention Unit, G.S.A. Risk Management Division**

The Loss Prevention Unit Supervisor, G.S.A. Risk Management Division, is empowered and authorized to develop, implement, administer, update and revise the comprehensive Metro-Dade



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County Safety Manual. This Program will include, but not be limited to the identification, prevention, control and correction of unsafe conditions involving the design, construction, testing, maintenance and operation of County facilities. Further, the Loss Prevention Unit Supervisor and Loss Prevention Specialists are empowered and authorized, but not limited to:

- Ensure that all County departments, entities and personnel comply with all applicable provisions, tasks, safety rules, regulations and codes as specified in the Metro-Dade County Safety Manual.
- Conduct unannounced inspections of County facilities and operations aimed at identifying and eliminating unsafe practices, operations and/or conditions.
- Investigate accidents and claims of unsafe conditions involving the public, County employees and/or County resources.
- Advise departments of unsafe conditions identified and the necessary corrective actions.
- Oversee testing and abatement of hazardous substances and conditions (e.g., asbestos, lead, noise, etc.).
- Promote safety awareness (i.e., recognizing unsafe acts and hazardous conditions and how to prevent accidents) through safety training.
- Respond on an emergency basis to incidents involving death/serious injury or major damage to County Property.

## **DEPARTMENT DIRECTORS**

Department Directors, including heads of official County entities (e.g., Agencies, Trusts, etc.), are responsible for maintaining and administering the Metro-Dade Safety and Loss Prevention Program, as specified in the Metro-Dade County Safety Manual, within their respective Departments, Trusts, Agencies, etc. This shall include the following:

- Implement a Departmental program of progressive disciplinary action, consistent with the current **County Disciplinary Action Administrative Order 7-3**, to address violations of safety practices and procedures by employees.
- Appoint a subordinate to serve as Departmental Safety Specialist.
- Appoint an Accident Review Board to review departmental accidents and report their findings and recommendations for remedial actions to the Department Director, with a copy to the Director of G.S.A. Risk Management Division.

Cooperate fully with the G.S.A. Risk Management Division on matters pertaining to safety, health and property conservation.

## **DEATH OR SERIOUS INJURY/DAMAGE**

In case of death or serious injury to a County employee or a member of the public involving County property, or serious damage to County property (e.g., an explosion at a County facility) the G.S.A. Risk Management Division shall be notified immediately as specified in the Metro-Dade County

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Safety Manual.

## **EMPLOYEE ON THE JOB INJURIES**

It is the responsibility of each employee to immediately report any injury to his supervisor. Upon notification, the supervisor will complete the applicable form as follows:

The **First Aid Log** is completed for minor injuries where lost time does not exceed one shift and/or no medical attention is given. The Log remains in the department.

The **Notice of injury** and **Supervisor's Report of Employee Job Injury** forms are completed for injuries where lost time exceeds one shift and/or medical attention is given.

The original forms shall be sent to the G.S.A. Risk Management Division within 48 hours of the injury, with copies to the employee's Departmental Safety Specialist and Personnel Officer.

## **DAMAGE OR INJURY INVOLVING COUNTY PROPERTY/VEHICLE**

Employees witnessing or having knowledge of a County vehicle accident, injury to an employee or member of the public on County property, or damage to County property/equipment shall obtain all pertinent information (e.g., names and addresses, locations, driver's license and vehicle tag numbers, general descriptions of persons and vehicles involved, etc.). The employee shall report the incident to his supervisor, who in turn, shall contact G.S.A. Risk Management Division and submit written documentation as requested.

Employees in County vehicles involved in an accident shall obtain the pertinent information as stated above, contact the Metro-Dade Police, and complete the Notice of Automobile Accident form and forward the original to G.S.A. Risk Management within 48 hours of the accident. EXCEPTION: If the accident results in serious injury or death, request medical attention by calling 911 and call the G.S.A. Risk Management Division immediately.

This Administrative Order is hereby submitted to the Board of County Commissioners of Dade County, Florida.

Joaquin G. Aviñó, P.E., P.L.S.

County Manager

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**Form A-1** (Cover Page for Technical Proposal)

**PROPOSER'S NAME** (Name of firm, entity or organization):

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE:**

(\_\_\_\_) \_\_\_\_\_

**FAX:**

(\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_

**PROPOSER'S ORGANIZATIONAL STRUCTURE:**

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Proprietorship

\_\_\_\_ Joint Venture

\_\_\_\_ Other (Explain): \_\_\_\_\_

**IF CORPORATION,**

Date Incorporated/Organized: \_\_\_\_\_

State Incorporated/Organized: \_\_\_\_\_

States registered in as foreign corporation: \_\_\_\_\_

**PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:**

**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certified that this proposal is submitted in response to this solicitation.

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Form A-2

**AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_  
(2) Department: \_\_\_\_\_  
(3) Firm/Proposer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Telephone: (\_\_\_\_) \_\_\_\_\_

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

***The individuals named above are registered and the Registration Fee is not required for the Oral Presentation ONLY.***

Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filling by staff, **MUST** register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation **MUST** register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,  
by \_\_\_\_\_, a \_\_\_\_\_, who is personally known  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)  
to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

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**Form A-3**

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 2004

Addendum #2, Dated \_\_\_\_\_, 2004

Addendum #3, Dated \_\_\_\_\_, 2004

Addendum #4, Dated \_\_\_\_\_, 2004

Addendum #5, Dated \_\_\_\_\_, 2004

Addendum #6, Dated \_\_\_\_\_, 2004

Addendum #7, Dated \_\_\_\_\_, 2004

Addendum #8, Dated \_\_\_\_\_, 2004

Addendum #9, Dated \_\_\_\_\_, 2004

**PART II:**

\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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**Form A-4  
DISABILITY NONDISCRIMINATION AFFIDAVIT**

CONTRACT REFERENCE: \_\_\_\_\_

NAME OF FIRM, CORPORATION, OR ORGANIZATION: \_\_\_\_\_

AUTHORIZED AGENT COMPLETING AFFIDAVIT: \_\_\_\_\_

POSITION: \_\_\_\_\_ PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_, being duly first sworn state:

***That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.***

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794  
The Federal Transit Act, as amended 49 U.S.C. Section 1612  
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_ Notary Seal  
(State)

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**FORM A-5**

**LOCAL BUSINESS PREFERENCE**

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for Local Business Preference in accordance with Miami-Dade County Ordinance 94-166 as amended by Ordinance 01-21 and Resolution No. R-514-02, defining local business preference. A local business is defined as a proposer, which has a valid occupational license issued by Miami-Dade or Broward County at least one year prior to the proposal due date, to do business in Miami-Dade or Broward County and that authorizes the proposer to provide the goods, services or construction to be purchased; and, has a physical business address located within the limits of Miami-Dade and Broward County from which the proposer operates or performs business. (A Post Office Box is unacceptable.) **If the Proposer is a local firm as defined above, the Proposer shall submit a copy of its Miami-Dade or Broward Occupational License, which shall have been in effect one year prior to the proposal due date; and, evidence in the form of a lease or other such documentation, that is proof that the Proposer is located in Miami-Dade or Broward County.**

PLEASE CHECK IF APPLYING FOR LOCAL PREFERENCE YES ☐ NO ☐

Proposer: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_. He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

Form A-5 Rev. 10/02





**This is a draft of a planned solicitation and is subject to change.**

Signature of Proposer's Authorized Representative	<u>Miami-Dade County, Florida</u>	<u>REP No. 432</u>
	Print Name	Date
	(Duplicate if additional space is needed)	

Form A-7.1(new 5/7/99)

DRAFT

***This is a draft of a planned solicitation and is subject to change.***

FORM A-7.2

**FAIR SUBCONTRACTING POLICIES  
(Ordinance 97-35)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**This is a draft of a planned solicitation and is subject to change.**



**FORM A-8.1  
AFFIRMATIVE ACTION PLAN  
EXEMPTION AFFIDAVIT  
(Ordinance 98-30)**

Project No. \_\_\_\_\_  
Project Name: \_\_\_\_\_

I being duly first sworn, upon deposes that \_\_\_\_\_ has a Board of Directors  
(Name of Company)

which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

☐ a corporation ☐ partnership ☐ joint venture

**PLEASE NOTE:**

*Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.*

*For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.*

**THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER  
AND RETURNED TO:**

MIAMI-DADE COUNTY  
DEPARTMENT OF BUSINESS DEVELOPMENT  
COURTHOUSE CENTER  
175 NW 1<sup>ST</sup> AVENUE  
28<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33128

A-8.1 Rev. 3/2/00

**This is a draft of a planned solicitation and is subject to change.**

**FORM A-8.2  
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY  
AFFIDAVIT  
(Ordinance 98-30)**

I being duly first sworn, upon oath deposes that \_\_\_\_\_ has a current Affirmative Action Plan and/or  
Name of Company  
Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department  
of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration  
date of \_\_\_\_\_.

Witness: \_\_\_\_\_  
Signature Signature

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Legal Name and Title  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_  
with \_\_\_\_\_  
a \_\_\_\_\_ corporation partnership joint venture.

**DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION**

\_\_\_\_\_  
Signature Date

**PLEASE NOTE:**

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

**THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER  
AND RETURNED TO:**

MIAMI-DADE COUNTY  
DEPARTMENT OF BUSINESS DEVELOPMENT  
COURTHOUSE CENTER  
175 NW 1<sup>ST</sup> AVENUE  
28<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33128

**This is a draft of a planned solicitation and is subject to change.**

Form A-10  
PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,  
FEES AND PARKING TICKETS HAVE BEEN PAID  
(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)  
and  
THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY  
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, \_\_\_\_\_, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the \_\_\_\_\_ (fill in the title of the position held with the Proposer ) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes)collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: \_\_\_\_\_, 20\_\_\_\_  
Signature of Affiant Date  
\_\_\_\_\_  
Printed Name of Affiant and Tile Federal Employer Identification Number  
\_\_\_\_\_  
Printed Name of Firm  
\_\_\_\_\_  
Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_. He/She is personally known to me or has presented

\_\_\_\_\_  
Signature of Notary Serial Number  
\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

***This is a draft of a planned solicitation and is subject to change.***

**Form A-12**  
**Code of Business Ethics**

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
  - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
  - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

**This is a draft of a planned solicitation and is subject to change.**

**CODE OF BUSINESS ETHICS**

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_

Signature of Affiant

\_\_\_\_\_ 20 \_\_\_\_

Date

\_\_\_\_\_  
Printed Name and Title of Affiant

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (of affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Type of Identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamped Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public, State of \_\_\_\_\_

**This is a draft of a planned solicitation and is subject to change.**

Form A-13

**MIAMI-DADE COUNTY**

**DOMESTIC VIOLENCE LEAVE AFFIDAVIT**

(County Ordinance No 99-5 and Resolution No. R-185-00)

I, \_\_\_\_\_, being first duly sworn state:  
Affiant

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: \_\_\_\_\_ 200 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of Identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

**Notary Seal**



**This is a draft of a planned solicitation and is subject to change.**

FORM B-1

## Price Sheet

Proposer must submit price information exactly in the manner requested on this form B-1. Do not deviate in any way from the requested format. (See Section 3.2.8 "PRICING " for additional information.)

***If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with Form B-1, and then include a separate alternate pricing labeled "ALTERNATE PRICING" on the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations or the BAFO process.***

For the purpose of providing the pricing information, all pricing shall be listed based on a per student charge per the different groups of classes as listed below. Per student rates are being requested for the purpose of creating a price schedule with the same price information to be provided by all of the proposers, and for a fair evaluation of the price/cost portion of the RFP. ALL PRICING NOTED BELOW WILL BE FIXED FOR THE DURATION OF THE INITIAL CONTRACT (3-YEAR PERIOD) AND ALSO FOR THE DURATION OF THE EXTENSIONS (BOTH 1-YEAR EXTENSIONS)

\_\_\_\_\_  
**PROPOSER'S COMPANY NAME:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**PROPOSER'S AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**PRINTED NAME:**

\_\_\_\_\_  
**DATE:**

**This is a draft of a planned solicitation and is subject to change.**

## Proposer's Price Sheet

	Pricing for teaching an individual student during Year 1	Pricing for teaching an individual student during Year 2	Pricing for teaching an individual student during Year 3	Optional Pricing for teaching an individual student during Year 4	Optional Pricing for teaching an individual student during Year 5	
<b>NEW STUDENT HAZWOPER</b>						<b>40-HOUR</b>
Training <u>Per Student</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	SPECIFY HOW MANY
STUDENTS						PER CLASS WILL BE ADMITTED
						FOR TRAINING _____*
<b>REFRESHER TRAINING</b>						<b>8-HOUR</b>
Training <u>Per Student</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	SPECIFY HOW
MANY STUDENTS						PER CLASS WILL BE ADMITTED
						FOR TRAINING _____*
<b>SUPERVISOR TRAINING</b>						<b>8-HOUR</b>
Training <u>Per Student</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	SPECIFY HOW MANY
STUDENTS						PER CLASS WILL BE ADMITTED
						FOR TRAINING _____*
<b>all Training above: \$ _____</b>						<b>Sub-Total for</b>

**One Total for Years 1, 2, and 3 only: \$ \_\_\_\_\_ \*\***

\* The County recommends that classes be taught on a lesser than 30 to 1 student to teacher ratio. Each proposer will need to commit to the number of students they will be able to accommodate per class.

**\*\* This is the total dollar amount that will be evaluated as part of the Price Evaluation process. This portion of your proposal is worth a possible twenty (20) points.**

**This is a draft of a planned solicitation and is subject to change.**

## Supplemental / Optional Price Sheet

This price sheet will not be evaluated as part of the RFP process.

These supplemental services or materials will become available to the various countywide departments for purchase on an individual basis or on an as needed basis.

List services individually or specify how these will be priced out (by item, volume, size, container, etc...). List all equipment (books, training materials, training devices, etc ...), optional services that will not be covered under the services contract as specified by this solicitation. This list of prices will not be graded as part of the Price Proposal Evaluation; however, these prices will be open to negotiations. Also note that these prices will be good for the duration of the initial three (3) year contract AND for the optional two (2) one-year renewal options. If additional sheets are needed feel free to make additional copies.

1)	\$ _____
2)	\$ _____
3)	\$ _____
4)	\$ _____
5)	\$ _____
6)	\$ _____
7)	\$ _____
8)	\$ _____
9)	\$ _____
10)	\$ _____
11)	\$ _____
12)	\$ _____
13)	\$ _____
14)	\$ _____
15)	\$ _____